**Rationale for Proposal By: 191**

**Concern:** A brief description of the concern, including how prevalent of an issue it is and how it impacts our ability to work both effectively and efficiently. The concern also needs to state whether it is covered under PELRA to be addressed through negotiations or if it is a concern that needs to be addressed through other means:

 *Subdivision 1.* ***Inherent managerial policy.*** *A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. No public employer shall sign an agreement which limits its right to select persons to serve as supervisory employees or state managers under section 43A.18, subdivision 3, or requires the use of seniority in their selection.*

*Subd. 2.* ***Meet and negotiate.*** *(a) A public employer has an obligation to meet and negotiate in good faith with the exclusive representative of public employees in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but this obligation does not compel the public employer or its representative to agree to a proposal or require the making of a concession.*

*In addition, a public employer may, but does not have an obligation to, meet and negotiate in good faith with the exclusive representative of public employees in an appropriate unit regarding an employer contribution to the state of Minnesota deferred compensation plan authorized by section 356.24, paragraph (a), clause (4), within the limits set by section 356.24, paragraph (a), clause (4).*

There are sections within the contract that are ambiguous on what employment means. Does it mean continuous employment? Employment within the unit? Or, employment with the district?

**Desired Outcome:** A brief description of a vision of what conditions would look like if the concerns were addressed.

We are hoping to identify a number of sections with the contract and better define employment so that benefits can be consistently applied with a shared understanding of the term.

**Proposed Language:** Written proposed contract language to solve the concern. This is the language that will change with proposals from each party. Please include the location of the language, i.e. Article, Section, Subd.

ARTICLE VIII LEAVES OF ABSENCE Section 2. Personal Absence: Subd. 4. Beginning in the 20th year of employment as defined on the seniority list with the district, each teacher shall be credited with three (3) days, cumulative to four (4) to be used for teacher’s personal absence.

**Implications of Proposed Language:** Identify implications for student achievement, staff engagement and financial impact.

Consistent application of the new language should help staff clearly anticipate what benefits are available to them and when. It will also help to reduce opportunities for errors based on bad language.